

**A RESOLUTION BY
CITY UTILITIES COMMITTEE**

04- *2* -2129

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MURRAY CONTRACTORS, INC. ("MURRAY"), PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Murray Contractors. Inc. ("Murray") wishes to convert its potable water service to be converted from a single meter to individual meters to allow individual home owner's to be billed directly; and

WHEREAS, the single-family homes in the subdivision are served with potable water from the City; and

WHEREAS, The City typically requires that water meters be located at the "service connection" location either on City property, in the right-of-way or within an easement or license granted to the City; and

WHEREAS, Section 154-116 of the City's Code of Ordinances regarding the City's water system provides that, upon request, individual meters can be located on private property if the certain conditions as outlined in the Section can be met; and

WHEREAS, Murray Contractors. Inc. ("Murray") proposes to install six (6) water meters at locations different than the service connection location, to allow each meter to be located on private property on an individual lot in the Subdivision; and

WHEREAS, the Commissioner of the City's Department of Watershed Management, after determining that the City's right of way is not suitable for installation of the water meters, has reviewed the request submitted by Murray Contractors. Inc. ("Murray") for the installation of individual water meters within the Subdivision and have approved the request as conditioned upon compliance with the requirements of Paragraph (5) of Section 154-116 for installation of individual water meters on private property; and

WHEREAS, Murray Contractors. Inc. ("Murray") has, accordingly, agreed to meet the conditions required by 154-116 of the City's Code of Ordinances: and

WHEREAS, it is desirable and in the best interests of the City to enter into an Agreement with Murray Contractors. Inc. ("Murray") setting forth the terms between the parties concerning the installation of and responsibility for water system infrastructure, including meters, within the Subdivision.



NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA THAT, the Mayor is authorized to execute with Murray Contractors. Inc. ("Murray") an Agreement for the non-standard location of water meters on private property located within the Subdivision upon substantially the following conditions:

- 1) The Subdivision water meters and related appurtenances and infrastructure will be installed as required by City procedures and specifications, with the water meters located on private property.
- 2) The "service connection" will be located at the waterline saddle tap w/valves ("Valves"), as shown on Exhibit 1, so that the City's responsibility for the public portions of the water system includes the Valves.
- 3) The City or its representatives will read each water meter at the locations indicated on Exhibit 1.
- 4) Murray Contractors. Inc. ("Murray") agrees to obtain, in writings to be delivered to the City, from any residential owner, prior to water service being established: [i] an acknowledgement of the City's or its representatives' license to enter private property to read the meter; [ii] an acknowledgment that the water lines between the meter and the residence and between the meter and the Valves must be maintained by the resident or Murray Contractors. Inc. ("Murray"); [iii] an appropriate City easement for the water meter location; and [iv] an indemnification agreement indemnifying the City from all damage claims resulting from its or its representatives' installation, maintenance and access to the meter.

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Watershed Management is authorized to accept on behalf of the City easements appropriate for the water meter locations on private property that comply with the specifications of the Department.

BE IT FURTHER RESOLVED, that the City Attorney is authorized to prepare an Agreement with Murray Contractors. Inc. ("Murray") for this transaction, as deemed necessary and appropriate or as required by law.

BE IT FURTHER RESOLVED, that the Agreement will not become binding upon the City and the City will not be liable or obligated under it until it has been duly executed by Murray Contractors. Inc. ("Murray"), executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Murray Contractors. Inc. ("Murray").

A true copy,

Rhonda Daughlin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

DEC 06, 2004
DEC 10, 2004

AGREEMENT

This AGREEMENT ("Agreement") is entered into this ____ day of _____, 2004, between Murray Contractors, Inc. ("Murray"), a Georgia limited liability corporation, and the City of Atlanta ("City"), a Georgia municipal corporation.

BACKGROUND:

Section 154-66 of the City's Code of Ordinances regarding the City's water system provides that a "service connection" is the point of water delivery to a premises where the water meter is normally located and where the City's responsibility ends and the water customer's responsibility begins; and

The City typically requires that water meters be located at the "service connection" location to be on City property, in the right-of-way or within an easement or license granted to the City; and

Murray is developing Long Island Manor, in Land Lot 229, 17th District, a residential planned development housing subdivision ("Subdivision"), currently consisting of five (5) residential lots, located in the City of Atlanta, Fulton County, Georgia, and in which area water service is provided by the City; a description of the entire property being attached hereto and incorporated herein by reference as Exhibit "1"; and

Murray proposes to locate up to six (6) water meters at locations different than the service connection location, to allow each meter to be located on an individual lot.

Murray, as part of the proposal, will install a water-main running to a fire hydrant in the middle of the property from a point located in the public right-of-way. Water meters will be located at various points along the water main to service the lots as well as an additional meter for use by the development's home owners association. Murray will grant an easement for city use to be recorded and shown on the subdivision's final plat.

Accordingly, the City and Murray agree as follows:

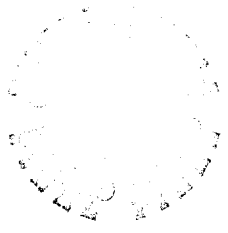
- 1. Construction of Water System; Location of Meters.** Except as it may be modified pursuant to Section 3.1 of this Agreement, the water system for the Subdivision will be constructed in accordance with the Plans attached as Exhibit A, entitled Long Island Manor, prepared by BH&D Engineering, Inc. dated July 27, 2000. The water system for the Subdivision will contain individual water meters at the locations shown on Exhibit A. The City agrees that each individual water meter will be own and read by the City or its representatives at the locations set forth on Exhibit A for the purposes of rendering bills to each individual property owner for its respective and independent water use. Murray agrees that the City or its representatives shall have the authority to enter the Subdivision to

read any meter, and this Agreement constitutes a right of entry, license and agreement by Murray that the City or its representatives are authorized to enter such Subdivision and that entry will not constitute a trespass. Murray agrees, prior to the sale of any lots and water service to any residence being established, to place within the recorded Declaration of Covenants and Restrictions applicable to the Subdivision a covenant that each property owner and the Homeowners Association: (i) acknowledges the City's or its representatives' license to enter the Subdivision, including all privately owned individual lots, to read water meters, (ii) acknowledges the applicability of the City's Code of Ordinances to each residence with respect to water services provided to it and water infrastructure located within the Subdivision; (iii) acknowledges that water services provided to the Subdivision are governed, in addition to the City's Code of Ordinances and applicable law, by this Agreement, and a copy of this Agreement shall be attached to and recorded with the covenants; (iv) acknowledges that the water lines between the meter and the residence or the meter and a non-residential, Homeowners Association outlet must be maintained and repaired by the resident or the Homeowners Association in accordance with all applicable laws and specifications for water system infrastructure; and (v) acknowledges that the Homeowners Association shall indemnify the City from all damage claims resulting from the installation, maintenance and access to the meters that are located within the Subdivision. Murray further agrees to record an appropriate easement or easements in favor of the City applicable to the Subdivision, including all privately owned individual lots, granting the City ingress and egress for pedestrian and vehicular traffic for the purpose of reading individual water meters within the Subdivision. Said easement(s) shall be recorded as part of the final plat of subdivision for Long Island Manor.

2. **"Service Connection; Infrastructure Responsibilities.** The "service connection" location for the Subdivision will not be located where any individual water meter is located. Instead, the "service connection" location will be at the point of the water system on the west side of Long Island Drive w/valves ("Valves") as shown on Exhibit A, so that the City's responsibility for the public portions of the water system includes the Valves. Murray agrees that it is entirely responsible, at its expense, for the construction of all water services infrastructure located immediately after the "service connection" and throughout the Subdivision. The City's approval of Exhibit A does not encompass an approval that the materials proposed to be installed in the Subdivision in the form of water services infrastructure, except for materials identified on the Exhibit A as being installed per City or County requirements or regulations, are fit or appropriate for their intended use (e.g. non-standard pvc pipe, etc.).

3. **Miscellaneous:**

- 3.1. **Future Modifications to Exhibit A Authorized.** Should the Subdivision be modified in the future so as to alter or increase the land area and number of individual residential water meters within the Long Island Manor



development beyond that set forth in Exhibit A, the provisions of this Agreement shall also apply to said modified area and associated individual water meters, provided the water system plan for said modified area has been approved by the City's Department of Watershed Management and further provided the total number of individual water meters at Long Island Manor shall not exceed ten (10). In the event of such modification, Murray agrees to comply with all requirements of this Agreement relating to such modified land area or number of individual residential water meters, including, but not limited to, recording an amended Declaration of Covenants and Restrictions and easement, as contemplated under the Clause titled "**Construction of Water System; Location of Meters**".

3.2. **Binding Effect.** This Agreement will inure to the benefit of and be binding upon Murray and the City, their legal representatives and permitted successors and assigns.

3.3. **Severability.** In the event any provision in this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, that will not effect the remainder of this Agreement, and the remaining provisions of this Agreement will continue in force and effect to the extent as would have been the case had the invalid or unenforceable provisions of this Agreement had never been a part of this Agreement.

3.4. **Applicable Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia.

3.5. **Forum Selection Clause.** The City and Murray agree that any judicial review of any claim arising under or concerning this Agreement must be brought in Fulton County, Georgia. Accordingly, the parties fix venue and jurisdiction for any claim concerning this Agreement in Fulton County, Georgia.

3.6. **Ethics: Gratuities And Kickbacks.**

3.6.1. **Gratuities and Kickbacks.** The right of Murray to proceed under this Agreement may be terminated if, after notice and hearing, City determines that Murray:

3.6.1.1.offered or gave a gratuity or kick-back (e.g. an entertainment, fee, commission, compensation of any kind or gift) to an officer, official, or employee of City; and

3.6.1.2.intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

3.6.2. Rights and Remedies. The rights and remedies of City provided in this Clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3.7. Contingent Fees. Murray warrants that it has not employed or retained any company or person, other than a bona fide employee, contractor, or legal counsel working for it, to solicit or secure this Agreement; and that Murray has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for it, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this warranty, and upon a finding after notice and hearing, City will have the right to terminate this Agreement, and collect from Murray the full amount of such fee, commission, percentage, gift or consideration.

3.8. Further Acts. Murray agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Agreement.

CITY:

MURRAY CONTRACTORS, INC.

MAYOR

Name: John M. Murray, Jr.
Title: President

ATTEST:

ATTEST:

MUNICIPAL CLERK (Seal)

**SECRETARY/ASSISTANT
SECRETARY (Seal)**

APPROVED:

APPROVED AS TO FORM:

**COMMISSIONER, DEPARTMENT OF
WATERSHED MANAGEMENT**

CITY ATTORNEY

EXHIBIT "1"

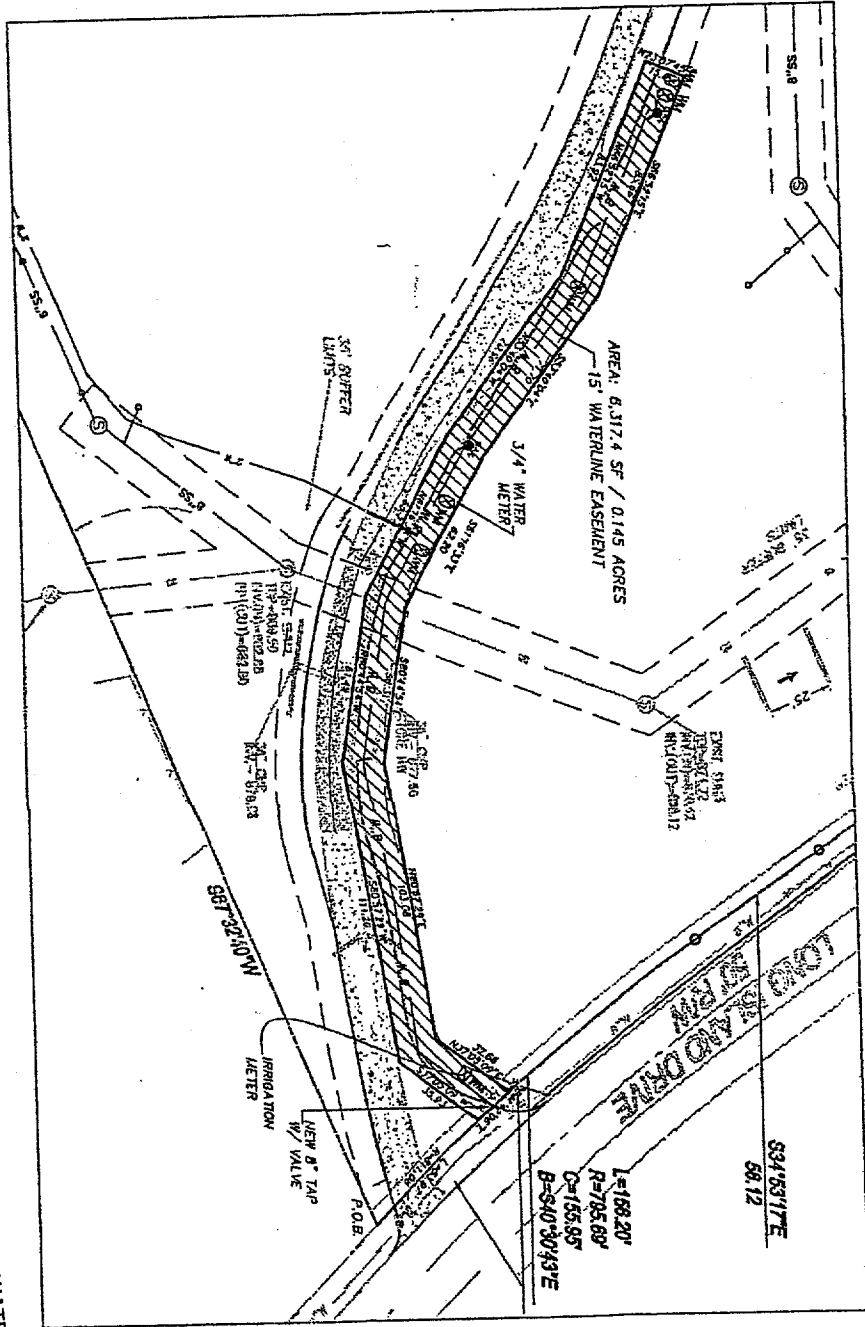
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 135 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the southwest right-of-way line of Long Island Drive (150 foot right-of-way) 2029.8 feet northerly and northwesterly as measured along the westerly and southwesterly right-of-way line of Long Island Drive and following the curvature thereof, from the intersection of the western margin of Long Island Drive with the northern right-of-way of Londonderry Road, and running thence northwesterly along the southwest right-of-way line of Long Island Road and following the curvature thereof 337.6 feet to an iron pin found; thence running southwesterly along a line forming an interior angle of 99 degrees 50 minutes with the chord of the preceding course a distance of 224.6 feet to an iron pin found; thence running westerly along a line forming an interior angle of 201 degrees 59 minutes with the preceding course of 269.3 feet to an iron pin found; thence continuing westerly along a line forming an interior angle of 180 degrees 31 minutes with the preceding course a distance of 65 feet to an iron pin found; thence running in a southern direction 416.5 feet to an iron pin found on the south line of the property conveyed by W.A. Phillips to Sam G. Riddick by warranty deed dated March 9, 1987, recorded in Deed Book 3202, page 354, Fulton County Records; thence easterly along the south line of the property so conveyed 132.7 feet to an iron pin found; thence running northeasterly along a line forming an interior angle of 148 degrees 53 minutes with the preceding course a distance of 443.8 feet to an iron pin found at the point of beginning on the southwest right-of-way line of Long Island Drive, being improved property known as 5300 Long Island Drive according to the present system of numbering houses in Fulton County, Georgia.

- Notes:
1. Developer to install shut-off valve at the demarcation line between private property and public right-of-way.
 2. Install fire hydrant with appropriate backflow preventer on the City and Fire Department's side of the easement.
 3. Water to the site for public use will be distributed in accordance with the City's water distribution system.
 4. The Homeowners Association (HOA) will sign a written acknowledgment that the HOA will maintain the easement and the City will maintain the easement and the demarcation line between private property and public right-of-way.
 5. Approval will be conditional upon obtaining approval from the City Council and approval of a final agreement between the City and the Developer.
 6. That the easement will be installed, owned and used by the City or by the Homeowners Association.

EXHIBIT "A" ACCESS EASEMENT TO WATER LINE IN SUBDIVISION-

CITY OF ATLANTA WATER SERVICES
APPROVED BY: *[Signature]*
DATE: 9/27/04



OTHER/OWNER/OWNER
NORTH
SCALE
DATE
BY: [Signature]
FULTON COUNTY, GA
DISTRICT: 17
BAND 10821226 BAND FILE NAME: 1255PR1

24 HOUR EMERGENCY CONTACT: JOHN KIRKBY 770-658-3576

Engineering, Inc.

8078 MAIN STREET - SUITE 125
WOODSTOCK, GEORGIA 30188
PHONE: (770) 445-9489
FAX: (770) 445-8358

LONG ISLAND MANOR

FULTON COUNTY, GA
LAND LOT: 135
DISTRICT: 17

REVISIONS

NO.	DATE	DESCRIPTION
1	9/27/04	ISSUED FOR PERMIT

SEAL

Professional Engineer
State of Georgia
No. 12345
Exp. 12/31/05

DATE
9/27/04

RCS# 6311
12/06/04
5:21 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PG(S) 5-25 EXCEPT 04-O-2102
04-R-2231 04-R-2224 04-R-2203
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	NV Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

			12-06-04 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT
1. 04-O-2043	42. 04-R-2128	83. 04-R-2186	104. 04-O-1989
2. 04-O-2044	43. 04-R-2129	84. 04-R-2187	105. 04-O-1990
3. 04-O-2045	44. 04-R-2130	85. 04-R-2188	106. 04-O-1991
4. 04-O-2046	45. 04-R-2131	86. 04-R-2189	107. 04-O-1992
5. 04-O-2098	46. 04-R-2132	87. 04-R-2199	108. 04-O-1993
6. 04-O-2099	47. 04-R-2209	88. 04-R-2200	109. 04-O-1994
7. 04-O-2100	48. 04-R-2210	89. 04-R-2201	110. 04-O-1995
8. 04-O-2110	49. 04-R-2211	Items	111. 04-O-1996
9. 04-O-2115	50. 04-R-2212	Adversed on	112. 04-O-1997
10. 04-O-1434	51. 04-R-2214	Consent	113. 04-O-2054
11. 04-O-1927	52. 04-R-2215	90. 04-R-2178	114. 04-O-2055
12. 04-O-1120	53. 04-R-2084	91. 04-R-2179	115. 04-O-2057
13. 04-O-1972	54. 04-R-2150	92. 04-R-2180	116. 04-O-2059
14. 04-O-2047	55. 04-R-2151	93. 04-R-2181	117. 04-O-2116
15. 04-O-0649	56. 04-R-2152	94. 04-R-2182	118. 03-R-1387
16. 04-O-1753	57. 04-R-2155	95. 04-R-2183	119. 04-R-2120
17. 04-O-1802	58. 04-R-2133	96. 04-R-2184	120. 04-R-2136
18. 04-O-1823	59. 04-R-2134	97. 04-R-2190	121. 04-R-2137
19. 04-O-2050	60. 04-R-2202	98. 04-R-2191	122. 04-R-2140
20. 04-O-2051	61. 04-R-2205	99. 04-R-2192	123. 04-R-2141
21. 04-O-2052	62. 04-R-2206	100. 04-R-2193	124. 04-R-2142
22. 04-O-2053	63. 04-R-2158	101. 04-R-2194	125. 04-R-2143
23. 04-O-2061	64. 04-R-2159	102. 04-R-2195	126. 04-R-2144
24. 04-O-2086	65. 04-R-2160	103. 04-R-2196	127. 04-R-2216
25. 04-O-2087	66. 04-R-2161		128. 04-R-2220
26. 04-O-2021	67. 04-R-2162		129. 04-R-2221
27. 04-O-2049	68. 04-R-2163		
28. 04-R-2145	69. 04-R-2164		
29. 04-R-2146	70. 04-R-2165		
30. 04-R-2147	71. 04-R-2166		
31. 04-R-2148	72. 04-R-2167		
32. 04-R-2149	73. 04-R-2168		
33. 04-R-2204	74. 04-R-2169		
34. 04-R-1970	75. 04-R-2170		
35. 04-R-2121	76. 04-R-2171		
36. 04-R-2122	77. 04-R-2172		
37. 04-R-2123	78. 04-R-2173		
38. 04-R-2124	79. 04-R-2174		
39. 04-R-2125	80. 04-R-2175		
40. 04-R-2126	81. 04-R-2176		
41. 04-R-2127	82. 04-R-2177		

04-*12*-2129

(Do Not Write Above This Line)

A RESOLUTION BY
CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MURRAY CONTRACTORS, INC. ("MURRAY"), PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES.

ADOPTED BY

DEC 06 2004

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:

First Reading
Committee _____
Date _____
Chair _____
Referred to _____

City Council
Nov. 30 2004
Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members
[Signature]
Chair

Refer To

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

DEC 06 2004

ATLANTA CITY CLERK

[Signature]

DEC 06 2004

[Signature]

MAYOR'S ACTION

[Signature]
DEC 10 2004